

Privacy Policy - Data Collection

Knox Mitsubishi undertakes to collect Your Data by means that are: fair, legal, and transparent.

If you visit www.knoxmitsubishi.com.au, your web-browser automatically discloses, and Knox Mitsubishi's web-server automatically logs, the following information: the date and time, the IP address from which you issued the request, the type of browser and operating system you are using, the URL of any page that referred you to the page, the URL you requested, and whether your request was successful. This data may or may not be sufficient to identify you.

Any additional data that you provide, e.g. in a web-form, may also be logged. This data may or may not be sufficient to identify you.

Any additional data that your web-browser automatically provides may also be logged. This will be the case, for example, if your browser has previously been requested to store data on your computer in 'cookies' and submits them each time you request a web-page within a particular domain (such as www.knoxmitsubishi.com.au). This data may or may not be sufficient to identify you.

If you disclose personal data to Knox Mitsubishi in conjunction with an identifier such as your name or your credit-card details, Knox Mitsubishi will collect Your Data. Moreover, any data that becomes available to Knox Mitsubishi through any of the means described in the preceding paragraphs may be able to be associated with that identifier, and hence become Your Data.

Subject to the qualifications immediately below, Knox Mitsubishi undertakes to collect Your Data from you and not from other parties. This undertaking is qualified as follows:

- where Knox Mitsubishi reasonably considers that the protection of its financial interests requires that it gather your data from other sources, or from additional sources. This applies in particular where Knox Mitsubishi has a lending exposure to you, and seeks information about your creditworthiness;
- where Knox Mitsubishi reasonably considers that its capability to deliver quality services to you will be materially enhanced by gathering your data from other sources. This applies in particular to consumer profile data.
- Where Knox Mitsubishi collects Your Data from sources other than you, it undertakes:
 1. to do so only by legal means;
 2. to do so only with your Consent; and
 3. to declare to you what sources it uses, and under what circumstances.

Knox Mitsubishi undertakes to declare the purpose of collection in a manner which is clear and meaningful, and to avoid vague, highly inclusive statements such as 'to support our operations'.

Data Security

Knox Mitsubishi undertakes to store your data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

Knox Mitsubishi undertakes to store your data only in jurisdictions where data protections are at least equivalent to those required under law.

Knox Mitsubishi undertakes to transmit your data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

Knox Mitsubishi undertakes to implement appropriate measures to ensure security of your data against inappropriate behaviour by Knox Mitsubishi 's staff members and contractors. These include:

- training for staff in relation to privacy;
- access control, to limit access to your data to those staff and contractors who have legitimate reasons to access it;
- particularly in the case of sensitive data, audit trails of accesses, including the identities of staff and contractors accessing the data;
- reminders to staff and contractors from time to time about the importance of data privacy, and the consequences of inappropriate behaviour;
- declaration of appropriately strong sanctions that are to be applied in the event of inappropriate behaviour
- clear communication of policies and sanctions; and
- processes to audit, to investigate and to impose sanctions.

Data Use

Use refers to the application of Your Data by any part of Knox Mitsubishi, or any staff-member or contractor of Knox Mitsubishi in the course of their work.

Knox Mitsubishi undertakes to use Your Data only for:

- the purposes for which it was collected;
- such other purposes as are subsequently agreed between Knox Mitsubishi and You;
- such additional purposes as may be required by law. In these circumstances Knox Mitsubishi will take any reasonable steps available to it to communicate to You that the use has occurred, unless it is precluded from doing so by law; and
- such additional purposes as are authorised by law (in particular to protect Knox Mitsubishi 's interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to Knox Mitsubishi or have committed a breach of the criminal law).

Knox Mitsubishi undertakes to use your data only if it has demonstrable relevance to the particular use to which it is being put.

Knox Mitsubishi undertakes to use your data in such a manner as to take into account the possibility that it is not of sufficient quality for the purpose, e.g. because it is inaccurate, out-of-date, incomplete, or out-of-context.

Data Disclosure

Disclosure refers to making your data available to any party other than Knox Mitsubishi and You. The term disclosure may include many different conditions of data transfer, including selling, renting, trading, sharing and giving.

Knox Mitsubishi undertakes to disclose Your Data only under the following circumstances:

- in the course of business being conducted between You and Knox Mitsubishi, where disclosure is necessary to a contractor, such as a transport company. Where Your Data is disclosed in this way, Knox Mitsubishi undertakes to exercise control over Knox Mitsubishi 's contractors to ensure that their actions are compliant with these Terms;
- in other circumstances that are directly implied by the purpose agreed between You and Knox Mitsubishi at the time of data collection or subsequently. Where Your Data is disclosed in this way, Knox Mitsubishi undertakes to exercise control over Knox Mitsubishi 's contractors to ensure that their actions are compliant with these Terms;
- with your consent, or at your request;
- where required by law, such as a provision of a statute, or a court order such as a search warrant or subpoena. In these circumstances, Knox Mitsubishi will take any reasonable steps available to it to communicate to You that the disclosure has occurred, unless it is precluded from doing so by law;
- where permitted by law (e.g. the reporting of suspected breach of the criminal law to a law enforcement agency; and in an emergency, where Knox Mitsubishi believes on reasonable grounds that the disclosure of your data will materially assist in the protection of the life or health of some person), provided that Knox Mitsubishi will apply due diligence to ensure that the exercise of the permission is justifiable.

In all cases, Knox Mitsubishi undertakes to disclose only such of Your Data as is necessary in the particular circumstances.

Data Retention and Destruction

Subject to the qualifications immediately below, Knox Mitsubishi undertakes:

- to retain Your Data only as long as is consistent with its purpose; and
- to destroy Your Data when its purpose has expired, and to do so in such a manner that your data is not subsequently capable of being recovered.

This undertaking is qualified as follows:

1. Your data may be retained in Knox Mitsubishi 's logs, backups and audit trails within short-term retention cycles that are devised to protect the company's operations. In such cases, your data will be destroyed in accordance with those cycles;

2. Your data may be retained beyond the expiry of its purpose if that is required by law, such as a provision of a statute, or a court order such as a search warrant or subpoena, or a warning by a law enforcement agency that delivery of a court order is imminent. In these circumstances, Knox Mitsubishi:
 - will take any reasonable steps available to it to communicate to you that your data is being retained, unless it is precluded from doing so by law; and
 - will only retain your data while that provision is current, and will then destroy Your Data;
 - your data may be retained beyond the expiry of its purpose if it is authorised by law (in particular to protect Knox Mitsubishi 's interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to Knox Mitsubishi or have committed a breach of the criminal law). In these circumstances, Knox Mitsubishi will only retain Your Data while that situation is current, and will then destroy your data.

Access by You to Your Personal Data

Knox Mitsubishi undertakes to provide you with access to your data, subject to only such conditions and processes as are reasonable in the circumstances. In particular, Knox Mitsubishi undertakes to enable access:

- conveniently;
- without unreasonable delay; and
- without cost.

Knox Mitsubishi undertakes to establish and operate identity authentication protections for access to Your Data that are appropriate to its sensitivity, but practical. This may involve some inconvenience; for example, relatively straightforward procedures may be involved in order to provide you with access through a channel that you have previously registered with Knox Mitsubishi (such as a particular email-address), but may impose more onerous procedures if you wish to use some other channel.

In the event that you dispute some aspect of Your Data, Knox Mitsubishi undertakes to take reasonable steps in relation to the amendment, supplementation or deletion of your data.

You undertake:

- not to seek access for frivolous purposes, or unreasonably frequently;
- to accept that deletion of some data may not be consistent with the provision of particular services by Knox Mitsubishi to you.

Information about Data-Handling Practices

Knox Mitsubishi undertakes to make information available to you about the manner in which Knox Mitsubishi handles your data:

- in general terms, in a readily accessible manner; and
- in more specific terms, on request.

Where Your Data is disclosed to a contractor, Knox Mitsubishi undertakes to make information available to you on request about the manner in which Knox Mitsubishi 's contractors handle your data.



Knox Mitsubishi undertakes to ensure that the information provided is meaningful, and addresses your concerns.

You undertake:

- not to seek such information for frivolous purposes, or unreasonably frequently; and
- to accept that the disclosure of excessive detail may harm the security of your data and Knox Mitsubishi 's business processes, and may harm Knox Mitsubishi 's commercial interests.

Handling of Enquiries, General Concerns and Complaints

If you have enquiries, general concerns, or complaints about these Terms, or about Knox Mitsubishi 's behaviour in relation to these Terms, you undertake:

- to communicate them in the first instance:
- to Knox Mitsubishi only;
- in sufficient detail;
- through a channel made available by Knox Mitsubishi for that purpose;

Knox Mitsubishi undertakes:

- to provide one or more channels for communications to Knox Mitsubishi, which are convenient to users;
- to promptly provide acknowledgement of the receipt of communications, including the provision of a copy of the communication, the date and time it was registered, and Knox Mitsubishi 's reference-code for the communication;
- to promptly provide a response to the communication, in an appropriate and meaningful manner.

You further undertake to not pursue Knox Mitsubishi through any Regulator or the media:

- until and unless Knox Mitsubishi has had a reasonable opportunity to respond to the initial communication; and
- while Knox Mitsubishi and you remain are conducting a meaningful dialogue about the matter.